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HOFFMAN WASSON & GITLER, P.C			MILEF, ELDA G	
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DATE MAILED: 11/22/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/894,685

Applicant(s)

LIN, ALAN

Examiner

Elda Milef

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☐ Responsive to communication(s) filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-12 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-12 is/are rejected.
- 7) ☒ Claim(s) 3,10-12 is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on \_\_\_\_ is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☒ Some \* c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |   |  |
|---|--|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. ____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                  | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)            |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date ____ | 6) <input type="checkbox"/> Other: ____  |

**DETAILED ACTION**

1. Applicant is reminded of the proper language and format for an abstract of the disclosure.

The abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 150 words. It is important that the abstract not exceed 150 words in length since the space provided for the abstract on the computer tape used by the printer is limited. The form and legal phraseology often used in patent claims, such as "means" and "said," should be avoided. The abstract should describe the disclosure sufficiently to assist readers in deciding whether there is a need for consulting the full patent text for details.

The language should be clear and concise and should not repeat information given in the title. It should avoid using phrases which can be implied, such as, "The disclosure concerns," "The disclosure defined by this invention," "The disclosure describes," etc.

The abstract of the disclosure is objected to because lines 10-11 include the phrase "said order" which should be avoided. Correction is required. See MPEP § 608.01(b).

***Claim Objections***

2. Claim 3 is objected to because of the following informalities: Each claim begins with a capital letter and ends with a period. Periods may not be used elsewhere in the claims except for abbreviations. See *Fressola v. Manbeck*, 36 USPQ2d 1211 (D.D.C. 1995). Where a claim sets forth a plurality of elements or steps, each element or step of the claim should be separated by a line indentation, 37 CFR 1.75(i). Appropriate correction is required.

3. Claims 10-12 are objected to because of the following informalities: claim 10, line 2, "message changing" should be -  
-message is changing--. Appropriate correction is required.

***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claims 1-12 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 recites the limitation "said international trade web site" in lines 6-7. There is insufficient antecedent basis for this limitation in the claim.

Claim 8 recites the limitation "said confirmed order form" in lines 20-21. There is insufficient antecedent basis for this limitation in the claim.

Claim 10 recited "send update message" in lines 1 and 2. There is insufficient antecedent basis for this limitation in the claim.

Claims 2-7, 9, 11, and 12 are rejected because of their dependency to the rejected claims 1, 8, and 10.

#### ***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

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5. Claims 1,5,7-9 are rejected under 35 U.S.C. 102(b) as being anticipated by Harrington (US Patent No. 5,895,454).

**Re claim 1:** Harrington discloses:

connecting to the Internet, using an Internet connector to connect said international trade web site to process trade;

selecting products in a purchasing page of said web site;  
("After the local user interactively connects with one or more of the remote vendor network sites, the user selects products/services from the information provided on the remote vendor network site.")-see Abstract and ("the present invention relates to methods and apparatus for allowing a user to view, order and pay for products and/or services using the world wide web. Such products and/or services may be advertised via means of one or more remote vendor websites. ") -see col. 1, lines 9-14.

selecting specification according to said selected products (user specifying attributes or characteristics of the product/service ...)-see col. 2, lines 62-65;

producing an order form according to said selected products and said selected specification, wherein said order form includes product name, quality, unit price and total price("such

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websites generally have a display and purchase functionality which is limited to a "filling in an order form" type of approach")-see col. 1, lines 34-36 and ("The database interface may provide a realtime representation of the users selection(s) including financial details, exchange rate information, total cost and delivery time")-see col. 2 , lines 59-61; and col. 4, lines 35-50.

checking said order form to confirm whether said selected products and selected specification is correct ("user confirms the selection")-see col. 2, lines 51-58; and

sending said order form to said web site after confirming said order form, wherein said web site will send said order form to suppliers respectively to process an electrical exchange ("the user confirms the selection(s) whereby the database and associated database interface transmits purchase/ordering data to the remote vendor sites corresponding to the users selection.")-see Abstract.

**Re claim 5:** Harrington discloses:

send order form to suppliers respectively means to send the order form to the suppliers that produce the production the buyer wanted. ("the database and associated database interface transmits the purchase/ordering data to the remote vendor sites corresponding to the users selection.")-see Abstract.

**Re claim 7:** Claim 7 has similar limitations found in claim 1 above, and is therefore rejected by the same rationale.

**Re claim 8:** Harrington discloses:

a client computer which may use an Internet connector to connected the Internet to process trade and send an order form; ("After the local user interactively connects with one or more of the remote vendor network sites, the user selects products/services from the information provided on the remote vendor network site. The selection of a particular product/service triggers a transaction notification which records the users selection and associated financial transaction data which is transmitted to the database and associated database interface. The local user may connect to subsequent remote vendor network sites, and each selection of a product/service also triggers a transaction notification which is transmitted to the database.")-see Abstract and col. 1, lines 34-44, FIG.1.

a trade server linking with said client computer to receive said order form sent by said client computer; ("Such websites generally have a display and purchase functionality which is limited to a "filling in an order form" type of approach. A website is, in general terms, a server application which accepts



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connections from client programs.")-see col.1 lines 34-44 and col. 4, lines 1-7. FIG. 1.

plurality of suppliers' computers linking with said trade server to receive said confirmed order form ("The interactive electronic commerce system...with multiuser capability in a similar way as a large number of server applications on the internet.")-see col. 4, lines 1-7; and see FIG. 1

an Internet linking with said client computer, said trade server and a plurality of suppliers computer.-see FIG. 1.

**Re claim 9:** wherein said trade server may send said order form to relative supplier after confirming said order form. ("the user confirms the selection(s)...transmits purchase/order to the remote vendor sites...")-see Abstract.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

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6. Claims 2,3, 10-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Harrington in view of Tavor (US Patent No. 6,553,347).

**Re claim 2:** Harrington does not disclose:

wherein the step of checking said order form further includes if the total price is out of the budget, the buyer may negotiate with the product supplier through the Internet directly. Tavor, however discloses ("The system frequently asks how much the user is willing to pay for the product. Based on the user's input...the system negotiates on many more parameters than simply price")-see Abstract. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include determining how much a customer is willing to pay for an item and proceed to negotiate with the customer until a mutual agreement on price is reached, as shown by Tavor in order for the seller to increase sales through negotiations.

**Re claim 3:** Harrington does not disclose:

includes if the total price is out of budget, the buyer may set said order form being on-hold and post the price being accepted to the suppliers through the Internet. Tavor, however disclose ("The system frequently asks how much the user is

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willing to pay for the product. Based on the user's input, the system may accept the offer or, after one or more unacceptable low inputs from the user, may alternatively end the process of negotiation.")-see col. 4, lines 29-40.

In response to a determination that said price been accepted by a supplier, returning to checking order form step. Tavor disclose ("Once the user agrees to purchase the product, the system ceases to function and passes control of the interactions with the user to a purchasing software module(not shown), to complete the formalities of the purchase as is well known in the art")-see col. 6, lines 8-12.

-also, see cols. 4-6.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include determining how much a customer is willing to pay for an item and proceed to negotiate with the customer until a mutual agreement on price is reached, and continue the transaction as shown by Tavor in order for the seller to increase sales.

**Re claim 10:** Harrington does not specifically disclose:

wherein said supplier's computer may send update message to said trade server when message changing. Tavor disclose ("additional interactions with the user are performed beyond requests for and receipt of , new price offers...Each comment is

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sent to the user through OutputScreens routine module...")-see col. 9, lines 12-43, and cols. 9-12. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include sending messages to the customer in regards to various aspects of the sale in order to facilitate the negotiation process and increase sales for the vendor.

**Re claim 11:** Harrington does not disclose:

wherein said trade server may automatically update the received message from said supplier computers. Tavor disclose ("All comments are preferably stored in an external file as a library, to which the vendor preferably can add further comments...")-see col. 9, lines 24-32, and cols. 9-10.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include the server updating messages sent to the user as was done by Tavor in order to avoid sending the same comment to the user twice and to provide the user with the most current message.

**Re claim 12:** Harrington does not disclose:

wherein said message further comprises new product message and special offer. Tavor disclose ("The negotiation process consist of sending persuasive texts to the user of the system,

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including discounts given by the system and responses to the price offers of the user.")-see Abstract, and col. 9. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include sending messages to the user of the system offering discounts and different prices for a product as was done by Tavor in order to communicate and negotiate with the customer.

7. Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Harrington in view of Millbank (Millbank, Paul. *E-commerce Clicks into Place*. Metal Bulletin Monthly. London: Jun 2000, Iss. 354; pg. 30)

**Re claim 4:** Harrington discloses:

wherein the step of selecting specification means to select the specification for shipping, and banking. ("The database interface may provide a realtime representation of the users selection(s) including financial details, exchange rate information, total cost and delivery time. Preferably the query step comprises the user specifying attributes or characteristics of the product/service such as geographical location of tie

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remote vendor, delivery time, nature of the good/service and the like. ") -see col. 2, lines 59-65.

Harrington does not disclose:

select the specification for insurance and inspection;

Millbank, however discloses ("Completing the deal.

Assuming a well supported portal with a reasonable balance in the number of registered and active supplies and buyers, the extent to which an entire transaction ("enquiry to settlement") can be "clicked through" from the desktop will depend not just on the availability of the right steel at the right price, but also on:

- \* satisfactory financing, delivery, inspection and insurance

arrangements; and

- \* the degree of commercial trust that exists between the parties involved.

Clearly, if both parties are totally new to each other their approach to ecommerce will be much more tentative until credit, payment and delivery credentials have been proven...) -see p. 4, pars. 2-6 and pp. 1-10.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include the buyer and seller coming to an agreement on

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insurance and inspection arrangements as was shown by Millbank in order for the seller and buyer to be able to negotiate based on parameters other than price and therefore, allowing the vendor to increase sales volume.

8. Claim 6 is rejected under 35 U.S.C. 103(a) as being unpatentable over Harrington in view of Musgrove (US Patent No. 6,535,880).

**Re claim 6:** Although Harrington discloses that the database provides the local user with a selection of remote vendor network sites( Abstract), Harrington does not specifically disclose said purchase page further includes the web page of product price comparison. Musgrove, however teaches ("The product information in product data base 26 relating to products from plural merchant servers 40 can be displayed side by side in the browser window of client computer 12 to permit the shopper to comparison shop and choose products from any one or more of merchant servers 40 based on the product information.")-see col. 5, lines 28-46. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Harrington to include displaying product information side by side as was done by Musgrove in

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order to allow a customer to comparison shop.

### ***Conclusion***

9. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

US Patent No. 6,886,000 (Aggarwal et al.)-cited for on-line negotiations.

US Patent No. 6,141,653 (Conklin et al.)-cited for system for interactive, multivariate negotiations over a network.

US Patent No. 5,757,917 (Rose et al.)-cited for computerized payment system for purchasing goods and services on the internet.

US Patent No. 6,055,519 (Kennedy et al.)-cited for framework for negotiation and tracking of sale of goods.


Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elda Milef whose telephone number is (571)272-8124. The examiner can normally be reached on Monday - Friday 9:15 am to 5:45 pm.



If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung Sough can be reached on (571)272-6799. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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